

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4	Page 1 Of 22		
2. Contract (Proc. Inst. Ident) No. DAAE07-03-D-L001		3. Effective Date 2003APR30		4. Requisition/Purchase Request/Project No. SEE SCHEDULE			
5. Issued By TACOM AMSTA-AQ-ABGD REBECCA TABOR (586)753-2294 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL e-mail address: TABORR@TACOM.ARMY.MIL		Code W56HZV	6. Administered By (If Other Than Item 5) DCMA HAMILTON STANDARD 1 HAMILTON RD. WINDSOR LOCKS, CT 06096-0463 SCD C PAS NONE ADP PT SC1012				
7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) UTC FUEL CELLS, LLC 195 GOVERNORS HIGHWAY SOUTH WINDSOR, CT 06074-2419 TYPE BUSINESS: Large Business Performing in U.S.			8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE				
			9. Discount For Prompt Payment				
			10. Submit Invoices (4 Copies Unless Otherwise Specified)		Item 12		
Code 1KPD7		Facility Code		To The Address Shown In:			
11. Ship To/Mark For SEE SCHEDULE		Code	12. Payment Will Be Made By DFAS - COLUMBUS CENTER DFAS-CO/NORTH ENTITLEMENT OPERATION P.O. BOX 182266 COLUMBUS OH 43218-2266				
13. Authority For Using Other Than Full And Open Competition: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(3) <input type="checkbox"/> 41 U.S.C. 253(c)()		14. Accounting And Appropriation Data					
15A. Item No. SEE SCHEDULE	15B. Schedule Of Supplies/Services CONTRACT TYPE: Cost Contract	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount		
Contract Expiration Date: 2007FEB10			15G. Total Amount Of Contract \$0.00				
16. Table Of Contents							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	16
X	B	Supplies or Services and Prices/Costs	3	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	5	X	J	List of Attachments	22
	D	Packaging and Marking		Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	8		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	9				
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X	H	Special Contract Requirements	12		M	Evaluation Factors for Award	
Contracting Officer Will Complete Item 17 Or 18 As Applicable							
17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. Name And Title Of Signer (Type Or Print)				20A. Name Of Contracting Officer JOHN M. HOPFNER HOPFNERJ@TACOM.ARMY.MIL (586)574-7070			
19B. Name of Contractor By _____ (Signature of person authorized to sign)		19c. Date Signed		20B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		20C. Date Signed 2003APR30	

NSN 7540-01-152-8069

PREVIOUS EDITIONS UNUSABLE

25-106

GPO : 1985 0 - 478-632

Standard Form 26 (Rev. 4-85)

Prescribed By GSA-FAR (4.8 CFR) 53.214(a)

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SECTION A - SUPPLEMENTAL INFORMATION

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	TACOM	DISCLOSURE OF UNIT PRICE INFORMATION	DEC/2002

This constitutes notification pursuant to Executive Order 12600, Pre-Disclosure Notification Procedures for Confidential Commercial Information (June 23, 1987), of our intention to release unit prices in response to any request under the Freedom of Information Act, 5 USC 552. Unit price is defined as the contract price per unit or item purchased. We consider any objection to be waived unless the contracting officer is notified of your objection to such posting prior to submission of initial proposals.

[End of Notice]

A-2	52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	MAR/2001
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(a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <http://contracting.tacom.army.mil/userguide.htm> and <http://contracting.tacom.army.mil/ebidnotice.htm> for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.

(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

(c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil

(f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <http://www.ecrc.ctc.com>

[End of Clause]

Name of Offeror or Contractor: UTC FUEL CELLS, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
	<div>SERVICES LINE ITEM</div> <div>NOUN: MED/HEV FUEL CELL DEVEL. SECURITY CLASS: Unclassified</div> <div>SUBCLINS AWARDED UNDER THIS CLIN WILL BE APPLICABLE TO SERVICES PRIMARILY.</div> <div>(End of narrative B001)</div> <div>Inspection and Acceptance</div> <div>INSPECTION: DestinationACCEPTANCE: Destination</div>		LO		\$** NSP **
0002					
	<div>SERVICES LINE ITEM</div> <div>NOUN: TRAVEL SECURITY CLASS: Unclassified</div> <div>SUBCLINS AWARDED UNDER THIS CLIN WILL BE APPLICABLE TO TRAVEL PRIMARILY.</div> <div>(End of narrative B001)</div> <div>Inspection and Acceptance</div> <div>INSPECTION: DestinationACCEPTANCE: Destination</div>		LO		\$** NSP **

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The following labor rates are incorporated into this contract:

<u>LABOR CATEGORY</u>	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>YEAR 4</u>	<u>YEAR 5 (Option)</u>
TSP Powerplant Engineering	\$88.14	\$91.18	\$91.20	\$94.39	\$97.69
TSP Powerplant CSA Dev. Support	\$90.32	\$93.45	\$93.48	\$96.76	\$100.15
Mfg. & Development Support	\$71.34	\$73.41	\$73.19	\$75.52	\$77.93
Assembly & Test	\$73.89	\$76.02	\$75.78	\$78.21	\$80.71

LAST EFFECTIVE DATE FOR RATE:	03 DEC 31	04 DEC 31	05 DEC 31	06 DEC 31	07 DEC 31
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In the event performance of work on an individual Task Order begins in one year but shall carry over into the next calendar year, the Contractor shall breakout and apportion the labor costs on the Task Order cost estimates accordingly.

These rates are fully loaded rates, including all G&A and other indirect rates, but not including profit and/or fee.

These rates reflect UTCFC's most current Forward Pricing Rates as proposed to the Divisional Contract Management Agency (DCMA) on January 24, 2003. These rates, while reflecting the contractor's latest forecast, are subject to change subsequent to changes in UTCFC's business base. This contract will be changed in a timely manner to reflect any changes in Forward Pricing Rates negotiated with the cognizant DCMA office. Ultimate rates billed will be based on final rates negotiated with the DCMA, reflected if necessary by a conforming modification to this contract.

ADDITIONAL ORDERING INFORMATION AND ANTICIPATED TOTAL ORDER VOLUMES

(a) As required by the clause in Section H of this contract entitled "ORDERING" (FAR 52.216-18), the following clarifications apply to performance of work under this contract:

(1) Work directives and task or delivery orders may be executed against this contract by any warranted contracting officers of the US Army Tank-automotive and Armaments Command (TACOM). This includes contracting officers at any of the 5 TACOM locations in the United States, as follows:

TACOM (Warren, MI)
ACALA (Rock Island, IL)
ARDEC (Picatinny Arsenal, NJ)
Anniston Army Depot (Anniston, AL)
Red River Army Depot (Texarkana, TX)

(2) Work directives and related contract modifications are authorized to be issued under this contract electronically, to include e-mail or datafax, and electronic transmission is the preferred medium hereunder.

(b) As required by the clause in Section I of this contract entitled "INDEFINITE QUANTITY" (FAR 52.216-22), the following volume estimates are provided as best estimates as of the date of contract award (actual orders placed will depend upon requirements that do not exist at present, and will also be dependent on the level of funding that is available in future periods). Per-order minimum and maximums are identified in the ORDER LIMITATIONS clause (Section H) of this contract.

Minimum value of Task Orders to be issued:	\$2,500.00
Expected Maximum value of Task Orders to be issued:	\$10,000,000.00

(c) The Government is not limited in the number of orders that it may issue per year or during the life of this contract, subject to the individual order limitations set forth in Section H hereof (FAR 52.216-19).

(d) Individual Task Orders issued hereunder are subject to mutual agreement between TACOM and UTC Fuel Cells, to the extent consistent with the terms and conditions of the contract, with respect to:

- Intellectual Property issues
- Terms and conditions with respect to property transfer
- Delivery terms (to include timing, duration, effect on other task orders, if any, and contractor's ability to support a particular task order)
- Qualification of key subcontractors
- Hours, labor categories, and travel and material costs
- Inclusion of any warranty provisions beyond those established by other terms and conditions of the contract.

*** END OF NARRATIVE B 001 ***

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
Statement of Work
Fuel Cell Technology

C.1.0 Title: Medium/Heavy Vehicle Fuel Cell Development

C.1.1 Purpose

Fuel cells are an emerging technology for generating electric power for utility service, mobile power, electric vehicle propulsion and many other uses. They are the most attractive technology currently known for powering future cars, trucks, and buses because they are quiet, fuel-efficient, and when fueled with pure hydrogen, have no harmful exhaust-gas emissions. Hydrogen is recognized by the Department of Energy as a preferred future renewable transportation fuel, and the President's National Energy Policy makes a new emphasis on renewable energy to reduce U.S. dependence on imported oil.

Fuel cells offer the Army a potentially more fuel-efficient and quieter propulsion power technology for its vehicles. To be useful in military vehicles, fuel cell technology must (i) improve to a level at least adequate for general commercial vehicle duties, and (ii) attain commercially competitive costs. Current transportation fuel cell power plants (sometimes called "fuel cell engines") are custom-built from one-of-a-kind research and development parts, and must be operated and serviced by research personnel. They are currently too expensive, too complex to maintain and not technically mature enough for general commercial use.

Therefore, to reach practical application, fuel cell power plants must be further developed to reduce costs, and to develop designs and methods for large volume production and quality control. With these efforts, fuel cell developers and users must establish maintenance and training practices, simplify operation and care, expand operating limits with respect to variables such as ambient temperature and altitude, and establish commercial standards related to using fuel cell power plants in vehicles.

Because Army trucks are built primarily from the commercial truck technology base, the Army should participate in efforts that advance medium and heavy vehicle fuel cell power plants to commercial practicality. Because internal combustion engine technology for commercial vehicles is highly developed, fuel cells will probably need several development cycles to reach a fully competitive status with conventional engines. Therefore, this present contract supports the early development cycle that will elevate fuel cell technology to a limited commercial status. Army applications at this technology level will be in well-controlled operating environments such as mobile transport or transit operations within the environment of fixed military bases.

Through this effort, the Army will gain direct experience with fuel cell power plant development, testing and evaluation, and in operation and maintenance of medium and heavy fuel cell vehicles. This experience will help Army scientists and engineers more accurately assess fuel cell power plant technology as it evolves, to find appropriate military applications, and to identify the technology efforts needed to adapt commercial fuel cell technology to military vehicles.

C.1.2 Definitions

Throughout this statement of work, the following terms have the definitions given below:

a) "Fuel cell power plant" means a mobile fuel cell designed and configured for use as the engine, or principal power generating system for propulsion of a medium-duty or heavy-duty ground vehicle.

b) "Medium duty ground vehicle" means a vehicle in weight classes 5 through 7.

c) "Heavy duty ground vehicle" means a vehicle in weight classes 8 and 9.

d) "Failure Modes, Effects and Criticality Analysis (FMECA)" means an analytical technique utilized primarily by a Design Responsible Engineering/Team as a means to ensure that, to the extent possible, potential system, and component failure modes and their associated cause/mechanisms have been considered and addressed. Note: QS 9000 guide on Potential Failure Modes and Effects Analysis is widely used in the automotive industry.

e) "Hazard and Operability Study (HAZOPS)" means a formally structured method utilized primarily by a Design Responsible Engineering/Team of systematically investigating each element of a system for the ways in which energy sources and operating conditions, including conditions external to the system, can deviate from the intended design conditions to create hazards and operability problems. Note: The U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) offers descriptions and applications of Hazard analysis methodologies used throughout industry.

C.2 Scope

The contractor shall provide engineering, research and technical services, as specified below to support TARDEC-NAC development of mobile fuel cell power plants for use in medium and heavy ground vehicles. The objective is to develop fuel cell power plants that

a) Have zero exhaust emissions.

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b) Can be operated on renewable hydrogen fuel.

c) Use design features, subsystems and components that facilitate reduced-cost, higher volume serial production operations, to permit evolution toward costs and production levels similar to those that currently apply to diesel engines for commercial buses.

d) Make significant advances toward commercial practicality in the areas of simplified operation, reliability, durability, maintainability and availability for duty.

e) Identify emerging fuel cell technologies and advanced concepts that may fulfill those needs.

f) Identify applications of such technologies pertinent to medium and heavy-duty ground-vehicle applications.

In the course of developmental efforts, which will be specified and funded on one or more individual Task Orders hereunder, the contractor will provide development and engineering services for the research, development, design, prototyping, testing, demonstration and evaluation of fuel-cell power technologies, systems, and power plants pertinent to medium and heavy-duty ground-vehicle applications.

Specific Tasks: As specified in individual Task Orders issued hereunder, the contractor may perform work under one or more of the following categories.

C.2.1 Provide engineering, research, and related technical services for technology assessment and planning, to include the development, definition, and refinement of overall operational, performance and manufacturing-cost requirements for particular fuel-cell power plants, based upon specifications at the vehicular or engine levels. These specifications shall be developed in coordination with transit companies, vehicle manufacturers and other relevant suppliers, with government concurrence. This effort may include engineering and trade studies, whether at the level of complete mobile power plants or at the level of associated components and subsystems.

C.2.2 Provide engineering, research, and related technical services for technology research, development and/or demonstration of advanced technologies in the area of fuel-cell power plants that are intended to generate propulsion power for medium and/or heavy trucks.

C.2.3 Provide engineering, research, and related technical services to design, develop, and produce models, mock-ups, and technology demonstrators for mobile fuel cell power plants and their associated components and subsystems.

C.2.4 Provide engineering, research, development, and related technical services for the design, development, and execution of performance and engineering testing of demonstrators and demonstration hardware, whether at the level of the vehicle, the fuel cell power plant that powers or will power the vehicle, and/or individual components and subsystems of the fuel cell power plant. This effort may include such items as electric drives, hydrogen fuel systems, vehicle components, and vehicle accessories, tools and other supporting items needed for successful demonstration, operation and testing of complete vehicles. This effort may include the collecting, evaluating, and assessing of resulting test data.

C.2.5 Provide technical and engineering services for the integration of fuel cell power plants into particular vehicle systems or vehicle demonstrators, to include integration with other drive-line components and/or other vehicular subsystems.

C.2.6 Provide technical services to identify, track, assess, and disseminate information concerning emerging and evolving technologies with potential application to fuel cell power plants in medium and heavy duty ground vehicles.

C.2.7 Provide technical services to plan, execute, and assess fleet-operations demonstrations, whether at military bases or in conjunction with one or more cooperating commercial or state or local government entities. These services shall include evaluation, recommendation, design, construction and operation of support facilities, including refueling systems, needed for fleet-operation demonstrations.

C.2.8 Provide technical and engineering services to plan, develop and evaluate maintenance procedures, including procedure documentation and validation, forecasting of special tools needs, and substantiating and documenting the expected maintenance costs of fuel cell power plants, associated electric drive systems, vehicles, hydrogen fueling systems and vehicle facilities.

C.2.9 Provide technical and engineering services to plan, develop, provide and evaluate technician and operator training instruction for the support and maintenance of fuel cell power plants, associated electric drive systems, vehicles, hydrogen fueling systems and vehicle facilities. This effort may include curricula, training materials, evaluation tools and administrative systems.

C.2.10 Provide technical and engineering services to perform Failure Modes, Effects and Criticality Analysis (FMECA) and Hazard and Operability Study (HAZOPS) on fuel cell power plants, associated electric drive systems, vehicles, hydrogen fueling systems and vehicle facilities.

C.2.11 Provide technical and engineering services required to estimate, establish, and/or minimize most probable manufacturing costs

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for subsequent development efforts, or production versions of any of the fuel cell power plants, associated electric drive systems, vehicles, hydrogen fueling systems and vehicle facilities.

C.2.12 Provide technical and engineering services to develop documentation, and presentation materials related to developing fuel cell power plants, associated electric drive systems, vehicles, hydrogen fueling systems and vehicle facilities. As specified per individual Task Orders, such materials may include written reports, PowerPoint briefings, engineering drawings and specifications, photographs, displays and videos. These may also involve contractor attendance at technical meetings, conferences and government events to inform government and industry leaders of technical progress being achieved in the area of fuel cell power plants.

C.3 Reporting Requirements. Unless otherwise specified in one or more individual Task Orders, the following reporting requirements apply as a default:

C.3.1 The contractor shall provide a monthly Performance & Cost Report on all work in progress. One consolidated report may be used in the event multiple Task Orders are being performed.

C.3.2 The contractor shall provide a final technical report, electronically, in the form of a Microsoft Word document summarizing work performed and results/conclusions derived along with all software developed during the performance of each Task Order. Each final report shall be submitted to the COR no later than 60 days after the completion of performance on the related Task Order.

C.3.3 The contractor shall prepare, schedule and provide a closeout briefing summarizing results within 30 days of completion for each Task Order.

C.4 Place, Period of Performance and Travel

C.4.1 Place of Performance: The principal work to be performed is expected to be performed, as specified by individual Task Orders either at TARDEC facilities in Warren, Michigan or at the Contractor's facility in South Windsor, CT. Under some work directives, the contractor may be involved with activities that present the results of contract efforts at technical meetings. Also, under work directives related to maintenance, training and fleet demonstrations, the contractor may have significant efforts at other locations.

C.4.2 Period of Performance: The base contract covers four years, with a fifth year option. (See Section H.)

C.4.3 Travel: All contractor travel directed by individual Task Orders hereunder will be conducted in accordance with JTR regulations.

C.5 In view of the research and development nature of the proposed work, UTC FC cannot guarantee that it will fully achieve the goals and objectives stated in the contract and/or Task Orders issued pursuant to the contract. The parties agree that UTC FC is not obligated to incur costs in excess of the amounts set forth in the Task Orders issued pursuant to the contract, all of which costs shall be reimbursable by TACOM pursuant to the terms and conditions of the contract.

*** END OF NARRATIVE C 001 ***

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SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT	APR/1984
E-2	52.246-4030 (TACOM)	INSPECTION POINT: DESTINATION	AUG/1994
We'll make our Procurement Quality Assurance inspection at the destination(s) listed in the Schedule. We'll be checking the supplies to make sure they conform with applicable drawings and specifications.			
[End of Clause]			
E-3	52.246-4031 (TACOM)	ACCEPTANCE POINT: DESTINATION	AUG/1994
The Government will accept the supplies at the destination(s) listed in the Schedule.			
[End of Clause]			

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SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP WORK ORDER--(ALTERNATE I dated APR 1984)	AUG/1989
F-2	52.247-34	F.O.B. DESTINATION	NOV/1991

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SECTION G - CONTRACT ADMINISTRATION DATA

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	52.242-4016 (TACOM)	COMMUNICATIONS	MAY/2000

(a) Communications on technical matters pertaining to the contract shall be direct between the contractor and the Technical Representative. Communications for the Technical Representative shall be addressed to:

Name: Mr. Michael Gedeon
e-mail: GedeonM@tacom.army.mil

(b) The Administrative Contracting Officer's (ACO) name and email address are also provided if known at this time:

ACO: Mr. David Brannick
e-mail: DBrannick@dcmdc.dcm.mil

(c) Please see the appointment letters prepared at time of contract award for functions the Technical Representative and ACO will perform on this contract.

[End of Clause]

G-2	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
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(a) Definition. Contracting Officer's Representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

[End of Clause]

G-3	52.232-4005 (TACOM)	INVOICE INFORMATION REQUIREMENT	JAN/1988
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On each payment request submitted, the Contractor shall identify each affected Contract Line Item Number (CLIN), sub-CLIN, and/or task order, together with the related dollar amounts. This requirement does not diminish or restrict any other requirement of this contract.

G-4 TASK ORDERS

(a) All work under this contract shall be performed in accordance with Task Orders signed by the Contracting Officer. Each Task Orders shall include, but not necessarily be limited to, the following information:

- (1) Reference to specific requirement(s) of Section C of this Contract under which the work is to be performed.
- (2) Objective of the work to be performed.
- (3) Number of hours to accomplish the work.
- (4) Estimated completion date as applicable.
- (5) Identification of the Contract Line Item Number (CLIN) under which the work is to be performed.

(6) Relative priority of the work to be performed, if applicable. Work shall be performed in sequential order unless otherwise stated.

(b) The Government has the unilateral right to increase, decrease and prioritize the work to be performed hereunder on Task Orders previously issued by the Contracting Officer. It is understood and agreed that such adjustments shall be made within the general scope of work and level of effort of the contract and in the case of reprioritizations, without equitable adjustment thereto.

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(c) If, at any time, the Contractor has reason to believe that the hours which it expects to incur in the performance of a Task Order, when added to all hours incurred previously in performance of such Task Order, shall exceed the estimated total hours set forth in the Task Order, the Contractor shall notify in writing the Procuring Contracting Officer and Technical Representative for their appropriate action. The Contractor shall furnish a revised statement of total hours to complete such work together with said notice. Said notice must be furnished as early as possible and prior to the incurrence of additional hours.

G-5 (TACOM) SPECIAL PAYING INSTRUCTIONS: PAY OLDEST MONEY FIRST (MAR 2000)

This contract currently is funded (or later will be funded) by two or more separate funding documents, as shown in Section G of the contract by the presence of more than one long-line accounting classification for the Contract Line Item Numbers (CLINs) in the contract schedule. The funding represents (or later will represent) appropriations made available for obligation in more than one fiscal year.

In order for disbursements under the contract to be paid appropriately, the following requirements apply to the paying office:

The PAYING OFFICE: shall determine the total amount requested on each invoice or payment voucher received against the contract. Each payment shall be made against the oldest funding line(s) in the contract for which funds remain available. If the oldest fiscal year is represented by two or more accounting lines that still contain funds, payment shall be made equally against all accounting lines representing the oldest fiscal year until such lines are completely disbursed.

First example: the contract includes one accounting line from fiscal year 2003 and two accounting lines from fiscal year 2004. Result: disbursements against new invoices are made on the fiscal 2003 accounting line until it is completely disbursed, before any disbursements are made against the fiscal year 2004 accounting lines. Once disbursements start against the fiscal year 2004 lines, those payments will be split equally between the two available fiscal 2004 lines.

Second example: the contract includes four accounting lines from fiscal year 2003 and one accounting line from fiscal year 2004. Result: disbursements against new invoices are made and recorded equally against each of the four fiscal 2003 accounting lines. If one of the 2003 accounting lines becomes completely disbursed but money remains available on other 2003 lines, then payment on subsequent invoices will be made and recorded equally among the remaining 2003 lines until they become completely disbursed, before disbursements are made against the fiscal year 2004 line.

*** END OF NARRATIVE G 002 ***

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
H-1	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-2	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
H-3	252.211-7000	ACQUISITION STREAMLINING	DEC/1991
H-4	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
H-5	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
H-6	252.225-7009	DUTY-FREE-ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
H-7	252.225-7010	DUTY-FREE ENTRY--ADDITIONAL PROVISIONS	AUG/2000
H-8	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
H-9	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
H-10	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-11	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	SEP/1999
H-12	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-13	252.246-7001	WARRANTY OF DATA	DEC/1991
H-14	52.216-18	ORDERING	OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through four years.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

[End of Clause]

H-15	52.216-19	ORDER LIMITATIONS	OCT/1995
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(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

- (b) Maximum order. The Contractor is not obligated to honor--
- (1) Any order for a single item in excess of \$10,000,000.00.
 - (2) Any order for a combination of items in excess of \$10,000,000.00.
 - (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the REQUIREMENTS clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

[End of Clause]

H-16	252.227-7039	PATENTS -- REPORTING OF SUBJECT INVENTIONS	APR/1990
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The Contractor shall furnish the Contracting Officer the following:

(a) Interim reports every twelve (12) months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period and stating that all subject inventions have been disclosed or that

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there are no such inventions.

(b) A final report, within three (3) months after completion of the contracted work, listing all subject inventions or stating that there were no such inventions.

(c) Upon request, the filing date, serial number and title, a copy of the patent application and patent number, and issue data for any subject invention for which the Contractor has retained title.

(d) Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.

(End of clause)

H-17	52.204-4005	REQUIRED USE OF ELECTRONIC CONTRACTING	DEC/2002
	(TACOM)		

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions and clauses appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr2000.com> . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm
 Rock Island: <http://aaais.ria.army.mil/AAIS/AWDINFO/index.htm>
 Picatinny: <http://procnet.pica.army.mil/Contracts/Index.htm>
 Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>
 Anniston Army Depot: <http://www.anadprocnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

- (1) Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower.): Word, Excel, Powerpoint, or Access
- (2) 100 OR 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM
- (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).
- (4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

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(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.
[End of Clause]

H-18 52.216-4008 STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS JUN/1989
(TACOM)

(a) The Contractor shall review the funding as it relates to work performed on the cost-reimbursement Contract Line Item Numbers (CLINS) under this contract and shall provide to the Procuring Contracting Officer (PCO) a written determination of what, if any, funds are excess to requirements (leaving a reasonable amount for final overhead rate negotiations and other reasonably predicted requirements) and are available for deobligation. This review shall be coordinated with the Administrative Contracting Officer (ACO), and the written determination shall be accomplished within 120 days of completion of performance under the CLIN. The report shall be prepared in terms of dollars available per Purchase Request Order Number (PRON), unless requested otherwise by the PCO.

(b) This report may be requested in writing by the PCO on additional occasions during the course of performance of work on cost-reimbursable CLINS contained in this contract. On such occasions, the written report shall be provided to the PCO within 14 days of Contractor receipt of the written request.

(End of clause)

H-19 52.246-4026 LOCAL ADDRESSES FOR DD FORM 250 MAR/2002
(TACOM)

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://webl.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

H-20 OPTION TO EXTEND THE TERM OF THE CONTRACT

(a) The government reserves the right to unilaterally exercise the option, by contract modification, to extend the contractual period of performance by up to an additional 12 months.

(b) The option, may be exercised any time from contract award to 51 months after contract award.

(c) The performance period for the options, if exercised, shall be as specified in the contract modification(s) that exercise the option.

(d) The option may be exercised in one or more increments, subject to the maximum total option duration given in paragraph (b) of this clause.

(e) The contractor is required to prepare and submit Performance and Cost Reports under the Option(s) (if the option is exercised by the government), in accordance with Data Item A001, in Exhibit A.

(f) The contractor is required to prepare and submit a draft Final Technical Report and a Final Technical Report under any Work Directives completed during the option (if the option is exercised by the government), in accordance with Data Item A002, in Exhibit A.

*** END OF NARRATIVE H 001 ***

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UTC Fuel Cells, LLC. shall not be obligated to deliver any Technical Data or Noncommercial Computer Software or Noncommercial Computer Software Documentation developed at private expense except as set forth in this paragraph, and TACOM shall not acquire any rights in Technical Data or Noncommercial Computer Software or Noncommercial Computer Software Documentation developed at private expense except as set forth in this paragraph. TACOM shall have Limited Rights and Restricted Rights in Technical Data and in Noncommercial Computer Software and Noncommercial Computer Software Documentation, respectively, that is developed solely at private expense and that the parties agree will be delivered under a Work Directive or Work Directives hereunder. In addition, TACOM shall have Unlimited Rights in form, fit and function data relating to items that the parties agree will be delivered under a Work Directives or Work Directives hereunder.

Specifically Negotiated License Rights: The Government's license rights to Technical Data as set forth in DFAR 252.227-7013(b)(1) shall not be Unlimited Rights, but shall instead be Government Purpose Rights as provided for in DFAR 252.227-7013(b)(2). The Government's license rights to Noncommercial Computer Software and Noncommercial Computer Software Documentation as set forth in DFAR 252.227-7014(b)(1) shall not be Unlimited Rights, but shall instead be Government Purpose Rights as provided for in DFAR 252.227-7014(b)(2).

*** END OF NARRATIVE H 002 ***

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SECTION I - CONTRACT CLAUSES

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-9	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-10	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-11	52.208-9	CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY	FEB/2002
I-12	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-13	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-14	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-15	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-16	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT/1997
I-17	52.215-13	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS	OCT/1997
I-18	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-19	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	DEC/1998
I-20	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-21	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-22	52.216-7	ALLOWABLE COST AND PAYMENT	DEC/2002
I-23	52.216-11	COST CONTRACT--NO FEE	APR/1984
I-24	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-25	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2002
I-26	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-27	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-28	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-29	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION	SEP/2000
I-30	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-31	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-32	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-33	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-34	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-35	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-36	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997
I-37	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-38	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
I-39	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-40	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-41	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-42	52.227-10	FILING OF PATENT APPLICATIONS--CLASSIFIED SUBJECT MATTER	APR/1984
I-43	52.227-12	PATENT RIGHTS--RETENTION BY THE CONTRACTOR (LONG FORM)	JAN/1997
I-44	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-45	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-46	52.232-17	INTEREST	JUN/1996
I-47	52.232-22	LIMITATION OF FUNDS	APR/1984
I-48	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-49	52.232-25	PROMPT PAYMENT	FEB/2002
I-50	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-51	52.233-1	DISPUTES	JUL/2002
I-52	52.233-3	PROTEST AFTER AWARD -- (ALTERNATE I, dated JUN 1985)	AUG/1996
I-53	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-54	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-55	52.242-13	BANKRUPTCY	JUL/1995
I-56	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-57	52.244-2	SUBCONTRACTS (ALT I--AUG 1998)	AUG/1998

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	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-58	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-59	52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (Deviation, per DAR Tracking Number 99-00008, 13 July 99)	JAN/1986
I-60	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-61	52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP/1996
I-62	52.249-14	EXCUSABLE DELAYS	APR/1984
I-63	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-64	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999
I-65	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-66	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-67	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-68	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-69	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-70	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
I-71	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS	MAR/1998
I-72	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	DEC/2000
I-73	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/1997
I-74	252.225-7026	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	JUN/2000
I-75	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-76	252.227-7013	RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS	NOV/1995
I-77	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	JUN/1995
I-78	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-79	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
I-80	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	JUN/1995
I-81	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	JUN/1995
I-82	252.227-7026	DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-83	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-84	252.227-7034	PATENTS--SUBCONTRACTS	APR/1984
I-85	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
I-86	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
I-87	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-88	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS ```(ALTERNATE III (OCT 1997))	OCT/1997

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts of subcontracts for commercial items.

(A) If--

(1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set

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by law or regulation, or was a contract or subcontract for the acquisition of a commercial item, and

- (2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

- (B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

- (1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price or recent sales in quantities similar to the proposed quantities.
- (2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.
- (3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (4) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

- (1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

- (c) Submit the cost portion of the proposal via the following electronic media: Electronic Mail.

[End of Clause]

I-89

52.216-22

INDEFINITE QUANTITY

OCT/1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the ORDER LIMITATIONS clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed by the Contractor within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period;

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provided, that the Contractor shall not be required to make any deliveries under this contract after 25 DEC 06 (without exercise of option) and 25 DEC 07 (if option is exercised).

[End of Clause]

I-90	52.223-9	CERTIFICATION AND ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA DESIGNATED ITEMS	AUG/2000
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- (a) Definitions. As used in this clause-
- (1) "Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."
- (2) "Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

- (b) The Contractor, on completion of this contract, shall-
- (1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and
- (2) Submit this estimate to the Procuring Contracting Officer (PCO) identified on the face page of this contract.

[End of Clause]

I-91	52.223-11	OZONE-DEPLETING SUBSTANCES	MAY/2001
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- (a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--
- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including but not limited to, hydrochlorofluorocarbons.
- (b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) _____ * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-92	52.243-2	CHANGES -- COST REIMBURSEMENT	AUG/1987
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The full text of this clause is located at FAR 52.243-2. The first sentence of paragraph c reads: "The contractor must assert its right to an adjustment under this clause within thirty days from the date of receipt of the written order".

I-93	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAY/2002
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- (a) Definitions. As used in this clause--
- (1) "Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.
- (2) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.
- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

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(c)

(1) The contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793);

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 2000)(46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimum number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

[End of Clause]

I-94 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION NOV/2001

(a) Definitions. As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and

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complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

[End of Clause]

I-95	252.225-7015	PREFERENCE FOR DOMESTIC HAND OR MEASURING TOOLS	DEC/1991
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The Contractor agrees to deliver under this contract only hand or measuring tools produced in the United States or its possessions.
(End of clause)

I-96	52.204-4009	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION	JUN/1999
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(TACOM)

- (a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)
- (b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.
- (c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).
- (d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.
- (e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

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SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Attachment 001	CONTRACT DATA REQUIREMENTS LIST (DD FORM 1423)			

CONTRACT DATA REQUIREMENTS LIST

Form Approval OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.:	B. EXHIBIT:	C. CATEGORY:
D. SYSTEM/ITEM: Med./Heavy Fuel Cell Development	E. CONTRACT/PR NO.:	F. CONTRACTOR: UTC Fuel Cells

1. DATA ITEM NO.	A001			
2. TITLE OF DATA ITEM:	Performance and Cost Report			
3. SUBTITLE:				
4. AUTHORITY (Date of Acquisition Document No.)	DI-FNCL-80912	5. CONTRACT REFERENCE:	C.3.0	6. REQUIRING OFFICE: AMSTA-TR-N/272
7. DD250 REQ: LT	8. APP CODE:	9. DIST. STATEMENT REQUIRED:	N/A	10. FREQUENCY: QRTLY
11. AS OF DATE: CONTRACT AWARD	12. DATE OF FIRST SUB:	90 Days after issuance of 1st Work Directive		
13. DATE OF SUBS. SUB:				
14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	DRAFT	FINAL
	COR: Erik Kallio, kallioe@tacom.army.mil	1		1
	ACO: David Brannick, dbrannick@dcmdc.dcm.mil	1		1
15. TOTAL:		2		2
16. REMARKS:				
	A. Distribution shall be made by email in Microsoft Office or Adobe Acrobat formats.			
	B. If computer related problems prevents the use of email, then the reports may be faxed to (586) 574-7788 as an alternative method.			
	C. Contractor format is acceptable			
17. PRICE GROUP:		18. ESTIMATED TOTAL PRICE:		

1. DATA ITEM NO.	A002			
2. TITLE OF DATA ITEM:	Final Technical Report - Study/Services			
3. SUBTITLE:	Accomplishment Report			
4. AUTHORITY (Date of Acquisition Document No.)	DI-MISC-80508A	5. CONTRACT REFERENCE:	C.3.0	6. REQUIRING OFFICE: AMSTA-TR-N/272
7. DD250 REQ:	8. APP CODE:	9. DIST. STATEMENT REQUIRED:	N/A	10. FREQUENCY: ASREQ
11. AS OF DATE: CONTRACT AWARD	12. DATE OF FIRST SUB:	30 DAC		
13. DATE OF SUBS. SUB:	Per Work Directive			
14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	DRAFT	FINAL
	COR: Erik Kallio, kallioe@tacom.army.mil	1	1	1
	ACO: David Brannick, dbrannick@dcmdc.dcm.mil	1	1	1
15. TOTAL:		2	2	2
16. REMARKS:				
	A. As required by Individual Work Directive.			
	B. Distribution shall be made by email in Microsoft Office or Adobe Acrobat formats to kallioe@tacom.army.mil.			
	C. If computer related problems prevents the use of email, then the reports may be faxed as an alternative method.			
	D. Contractor format is acceptable.			
17. PRICE GROUP:		18. ESTIMATED TOTAL PRICE:		
